

Parish Halls – Rushmere St Andrew

TOWER HALL AND VILLAGE HALL REGISTERED CHARITY 1111060
www.rushmerestandrew.onesuffolk.net/parish-halls/

CORRESPONDENCE: Mrs Jean Potter, Secretary/Treasurer
21A Claverton Way, Rushmere St Andrew
Ipswich, Suffolk IP4 5XE

T 01473 723409 E parish.halls@rushmere-st-andrew.org.uk

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hires of both Tower Hall and The Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Secretary should immediately be consulted.

1 PREMISES LICENSING

If you have indicated at 'M' above that alcohol will be available for sale at your event, a Temporary Event Notice (**TEN**) authorisation issued by the licensing authority, in this case, Suffolk Coastal District Council will be required. **THE HIRER SHALL BE RESPONSIBLE** for obtaining such **TEN** authorisation, as may be needed from the licensing authority (but see below as regards the use of a mobile bar service).

THE HIRER SHALL INFORM THE MANAGEMENT COMMITTEE OF ITS INTENTION TO APPLY FOR A TEN BEFORE FORMALLY DOING SO AND MUST CONFIRM POSSESSION OF THE TEN before commencement of the hire period. Failure to do either may result in cancellation of the hiring without compensation because there is an annual limit on the number of **TEN**'s which can be granted for the premises.

However, if you propose to use a mobile bar service you must use the Management Committee's approved bar service provider and the Secretary will provide you with their contact details. They will be responsible for applying for and arranging for the **TEN**. It is the responsibility of the Hirer to negotiate their own terms and conditions with the bar service provider but no provider other than the approved one can be used.

If you have indicated at 'N' above that alcohol will be provided but not sold at your event the premises licence covers this activity. To avoid doubt contact the Secretary who can assist you in deciding if a TEN is required. If a TEN is required then all above conditions will apply.

Alcoholic beverages, bottles and glasses are not permitted in the public accessible areas outside the premises, e.g. the car park. Exit doors where this condition applies are marked accordingly and the Hirer is responsible for compliance. See also Condition 17.

2 PERFORMING RIGHTS SOCIETY LICENCE

The Hall does not and is not required to have a licence with the Performing Rights Society (PRS) or the Phonographic Performance Ltd (PPL) for the performance of music in any form e.g. record, compact disc, tapes, radio and television or by performers in person.

It is therefore the responsibility of the Hirer to investigate and obtain these licences if necessary for their event/s. The Management Committee is not and will not be responsible for any breach of the law in this respect.

3 OTHER LICENCES

If licences other than a Performing Society Rights and Phonographic Performance Ltd Licences are required in respect of any activity in the Hall the Hirer should ensure that they hold the relevant licence or check if the Hall already holds it. A copy of any such Hirers licence must be made available for inspection on request.

The use of bouncy castles is not insured by the Management Committee and the Hirer must arrange their own insurance for this use and provide a copy of the policy for inspection on request.

4 PROVISION OF Wi-fi

Where a Wi-fi facility exists at a Hall this may be made available to a Hirer of the Hall, at their prior request; this will be on an individual Hirer by Hirer basis and any password(s) provided are to be treated as strictly confidential and must not be passed between Hirers or given to any unauthorised person(s).

The Wi- fi facility may be withdrawn at any time at the discretion of the Management Committee.

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The internet connection is provided on an unfiltered basis, without any form of content blocking or parental controls applied. It is therefore the responsibility of the Hirer of the Hall to supervise the use of the connection in order to safeguard users and to ensure that only appropriate content is being accessed.

5 SMOKE FREE PREMISES

Under 'The Smoke-free (Premises and Enforcement) Regulations 2006', smoking is not permitted in any part of the Hall. It is the Hirers responsibility to ensure compliance.

Note: The offence of 'failing to prevent smoking in a smoke-free place' carries a fixed penalty fine of £200 under the regulations.

6 SUPERVISION

The Hirer shall, during the hire period, be responsible for:

- (a) supervision of the premises;
- (b) the care and safety of the fabric of the premises and its fixtures, fittings and contents, including the prevention of any damage however slight or of change of any sort;
- (c) the behaviour of all persons using the premises, whatever their capacity;
- (d) proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by the Management Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents including loss thereof.

The Hirer (or authorised representative, if appropriate) agrees with the Management Committee to be present during the hire period and to comply fully with this Hiring Agreement.

7 USE OF PREMISES

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission. The use of hooks (other than those provided), nails or screws, blue or white tack, sticky tape of any sort on the walls, ceilings or any surface of the Hall is strictly prohibited.

8 GAMING, BETTING AND LOTTERIES

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries

9 PUBLIC SAFETY COMPLIANCE

The Hirer must comply with all conditions and regulations made in respect of the premises by the fire authority, local authority, and the licensing authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children and vulnerable adults.

- (a) The Hirer acknowledges that they have received instruction in the following matters:

The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall.

The location and use of fire equipment.

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Escape routes and the need to keep them clear.

Method of operation of escape door fastenings.

Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

The assembly point for Village Hall is the farthest corner of the car park away from the Hall.

The assembly point for Tower Hall is the Busy Bees car park adjacent to Tower Hall car park.

(b) In advance of an entertainment or play the Hirer shall check the following items:

That all fire exits are unlocked, make themselves aware of the location of the panic bolts and take note of the instructions for their use.

That all escape routes are free of obstruction, can be safely used and are immediately available for free public exit.

That any fire doors are not wedged open.

That there is no obvious fire hazards on the premises.

(c) Regular user groups should comply with the Regulatory Reform (Fire Safety) Order 2005 and it's requirement to have a 'Fire Risk Assessment – Small & Medium Places of Assembly' by having their own Fire Risk Assessment and arrange to carry out a Fire Escape Drill during their meetings on one or two occasions per year. The time taken to evacuate the building should be recorded and signed for in a record system for this purpose. It should include the date, the person executing the drill, the time taken to empty the building and the signature of the supervisor.

Each user organisation must appoint a Fire Marshall to be responsible for ensuring and checking that all their members are out of the Hall. This will necessitate that all organisations keep an attendance register so that the Fire Marshall knows who was present in the Hall.

10 OUTBREAKS OF FIRE

The Fire Brigade (**First**) and the Secretary (**Second**) must be called to any outbreak of fire, however slight.

11 HEALTH AND HYGIENE

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

12 ELECTRICAL APPLIANCE SAFETY

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and P.A.T inspected.

13 INDEMNITY

The insurances taken out by the Management Committee in respect of the Hall include coverage for Hirers Liability, subject to the policy coverage, conditions and exclusions, which means that the Hirer is not required to have their own insurance in place in respect of their agreed use of the Hall, except that the Hirer shall be remain responsible for any excess amount provided for under the insurances.

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Notwithstanding the above, it is the responsibility of the Hirer to ensure that (a) the other terms and conditions of this Agreement are fully complied with and (b) all persons using the Hall as part of the agreed use exercise due diligence and act at all times as if the insurances mentioned above were not in place.

Relevant details of the Hirers Liability insurance will be made available to the Hirer on request to the Secretary.

The Management Committee must be insured against any claims arising out of its **own** negligence.

14 ACCIDENTS AND DANGEROUS OCCURRENCES

The Hirer must report all accidents involving injury to the public to the Secretary **as soon as possible** and complete the relevant section in the Hall's accident book to be found on the entrance desk. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

15 EXPLOSIVES AND FLAMMABLE SUBSTANCES, DECORATIONS, ALTERATIONS TO PREMISES

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters.
- (c) Further to the above clause any additional approved decorations, may only be erected using the permanent hooks that are provided for this purpose. No additional means of suspension is permitted. See also Condition 7 above.
- (d) No alterations or additions may be made to the premises nor may any fixtures be installed or placards, or other articles be fixed in any way to any part of the premises without the prior written approval of the Secretary. Any alteration, fixture or fitting or attachment so approved shall only remain in the premises at the end of the hiring at the discretion of the Management Committee. It will become the property of the Management Committee unless removed by the Hirer who must make good to the satisfaction of the Management Committee together with any damage caused to the premises by such removal.

16 HEATING

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public.

17 DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS

The Hirer shall ensure that, in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either in the Hall or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or sold to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought into the Hall or in its immediate vicinity.

18 ANIMALS

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Management Committee. No animals whatsoever are to enter the kitchen at any time.

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19 COMPLIANCE WITH THE CHILDREN ACT 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who hold a Disclosure and Barring Certificate have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Management Committee with a copy of their Child Protection Policy on request.

20 FLY POSTING

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority. There is a notice board area for adverts and a table for leaflets and flyers in each Hall but use of these is subject to the Secretary's prior approval.

21 SALE OF GOODS

The Hirer shall, if selling goods on the premises, comply with fair trading laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on the manufacturers' recommended retail prices.

22 CANCELLATION

If the Hirer wishes to cancel the Hiring before the date of the event and the Management Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Management Committee. The Management Committee reserves the right to cancel this Hiring Agreement by written notice to the Hirer in the event of;

- (a) the Hall being required for use as a polling station for a parliamentary or local government election, by-election or for use of any local government public meetings,
- (b) the Management Committee reasonably considering that (i) the Hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the Hall as a result of this Hiring,
- (c) the Hall becoming unfit for the use intended by the Hirer,
- (d) a civil emergency requiring use of the Hall as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any monies already paid, but the Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23 END OF HIRE

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Management Committee shall be at liberty to make an additional charge.

"Clean and tidy" means that all surfaces must be cleaned down properly and all substances, including but not limited to paint and glue, must be removed.

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24 NOISE

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the Premises.

25 STORED EQUIPMENT

The Management Committee accepts no responsibility for any stored equipment or other property brought on to or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Management Committee may, at its discretion in any of the following circumstances, namely;

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended,
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the Hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

26 THIRD PARTIES

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

27 FALSE DECLARATION

False declaration of details on this form by the Hirer will result in cancellation of booking.

28. NO RIGHTS

This Hiring Agreement constitutes permission only to use the Hall and confers no tenancy or other right of occupation on the Hirer.